

A. NPS will provide:

1. Visitor services staff to accommodate visitors to the Tower. The GSA and the NPS shall mutually agree upon the hours and operational conditions of Tower. The NPS shall coordinate its activities to accommodate special events and programs sponsored by other agencies in the building. Funding for unbudgeted activities shall be the responsibility of the sponsoring agency.
2. Identification of any additional design needs for the visitor and NPS administrative spaces on the ground, 9th, 10th, and 12th floors of the Tower.
3. Proposed modifications, alterations, and construction plans for space alterations to the GSA for review and written approval to ensure the integrity of the historical character of the Tower and its fixtures.
4. An annual Plan and Budget to be submitted to GSA by July 15th for each fiscal year. The Plan and Budget will be reviewed and approved by the GSA by September 1st of the current year. Should either Party wish to modify the Parties' approved Plan and Budget, ninety (90) days written notice must be provided. Any modification to the Plan and Budget must be mutually agreed upon in writing by the Parties.
 - a. The Plan and Budget will provide:
 - i. Proposals and estimated costs for exhibits or other visual aids to interpret such themes as planning and development of the nation's capital, e.g., The L'Enfant Plan; Pennsylvania Avenue National Historic Site; historic places, national landmarks and cityscape; historic preservation; the Old Post Office Building and Tower; and the Ditchley Bells of Congress;
 - ii. Operational staffing needs;
 - iii. Estimated operations Plan and Budget; and
 - iv. The most efficient and effective use of available volunteer services and/or partnerships with local colleges.
 - b. The Plan and Budget shall be incorporated into this Agreement by reference and appended to this document as Attachment A to this Agreement. Attachment A shall be further identified by the applicable budget year.
 - c. Annual Plan and Budget submissions by NPS shall include estimates of Cost of Living Adjustments.
5. Public information services for the NPS activities in the Tower.
6. Coordination with the Washington Ringing Society for the ringing of the Ditchley Bells of Congress on holidays and on special occasions, as well as weekly practice sessions.

7. Reasonable notice of all activities of the NPS which may affect GSA.
8. For visitor and staff safety, consistent with NPS management responsibility and oversight, in areas assigned to the NPS at the Tower.
9. Oversight of GSA contractors providing services relating to the Tower, consistent with NPS management responsibility.
10. Compliance with GSA energy conservation plans and directives as attached and made a part of this Agreement, at no additional operational cost to NPS.
11. Notice when NPS elects to furnish services at its sole cost or expense outside the scope of this Agreement.
12. Contracted daily custodial maintenance for NPS assigned space on the ground, 9th, 10th and 12th floors of the Tower. This contracted daily custodial maintenance will be funded by GSA and shown as a line item in the annual Plan and Budget.

B. The GSA will provide:

1. Finished spaces in the ground floor waiting area, the 9th, 10th, and 12th floors of the Tower including adequate public access (including accessible access), to elevator facilities to all levels, as well as equipment necessary for the presentation of approved NPS activities related to the Old Post Office Building and Tower and Pennsylvania Avenue National Historic Site.
2. Design recommendations and approvals for any modifications to the visitor spaces in the waiting area on the ground floor, or 9th, 10th, and 12th floors of the Tower. Such recommendations will be submitted to the NPS for review and comment before production or space alteration begins.
3. The NPS operation and staffing funds as agreed to in the Plan and Budget. This amount will be agreed to by the Superintendent of National Mall and Memorial Parks each year preceding the beginning of the affected fiscal year and will be documented by the Principal GSA official managing the Tower operations.
4. Maintenance services, other than routine daily custodial care, including elevator maintenance, repair and rehabilitation of space and audiovisual equipment in all areas assigned to the NPS, and all outside signs at no expense to the NPS. These services and repairs should be completed in a timely manner as to not affect the operation of the Tower. The GSA will reimburse the NPS for the cost of daily custodial maintenance. Any mutually agreed upon exceptions must be funded through the annual Plan and Budget.
5. All utility services (electricity, heat, air conditioning, water, local phone services and a reasonable cost of long distance services), reasonably necessary for NPS operations in accordance with agreed upon services.

6. Public restrooms on the ground floor accessible to all visitors, including the handicapped, and provision for the visiting public and NPS staff with emergency public restroom use on the 8th floor.
7. Reasonable advance notice of all GSA activities which may affect NPS operations and visitor services.
8. The identification of cost effective measures, mutually agreed upon by the Parties, for providing Tower services to ensure continued public services and access.
9. Federal protective and security services in all areas assigned to the NPS through the Department of Homeland Security's Federal Protective Service.
10. Assistance to NPS, as needed, in collaborating with lead Federal tenant on the building wide Occupant Emergency Plan.

V. Term of Agreement

This Agreement will commence on the date of the last signature affixed by the authorized representative of the Parties and will remain in effect until October 1, 2013 at which time the Agreement may be renewed upon the written agreement of the Parties, such writing to contain the new term and be attached to this Agreement. Consistent with the provisions of the Act, or any other superseding law or regulation, either Party may terminate this Agreement upon a ninety (90) day notification to the other Party.

VI. Assignment

No transfer or assignment of this Agreement, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by the Parties.

VII. Liability

Each Party agrees to assume responsibility for any and all claims resulting from the acts or omissions of its employees or representatives, to the greatest extent permitted by law. In the event a claim is brought under the Federal Tort Claims Act, 28 U.S.C.A. Section 2671 et seq., (FTCA), it shall be the responsibility of the Party receiving the claim to coordinate with the other Party regarding responsibility to investigate any such claim, to issue an administrative determination as required by the FTCA, and to assist in the defense of any litigation arising from any such claim, and the other Party to cooperate in this effort.

VIII. General

1. GSA is directed to proceed with the redevelopment of the Old Post Office Building (Old Post Office Redevelopment Act of 2008) under section 111 of the National Historic

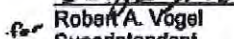
Preservation Act (16 U.S.C. Section 470h-3). Any redevelopment will ensure continued public accessibility to the Tower. GSA will review and approve all general design and development plans and will coordinate, as appropriate, with NPS.

2. Nothing herein contained shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purpose of this Agreement for that fiscal year, or to involve the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.
3. No Member of Congress shall be admitted to any share or part of any contract or Agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.
4. The GSA and the NPS agree that this Agreement shall be governed by, and interpreted in accordance with, Federal law.
5. The GSA and the NPS agree that if any paragraph or provision of this Agreement is held to be invalid or illegal, such paragraph or provision shall not affect the validity or enforceability of the remaining paragraphs or provisions.
6. The GSA and the NPS agree that compliance with the terms of this Agreement shall not excuse any failure to comply with applicable laws and regulations, whether or not these laws and regulations are expressly listed or addressed herein.
7. The GSA and the NPS agree that the term "days", as used in this Agreement, means Federal business days.

Approvals

Approval and Accepted for NPS:

(b) (6)

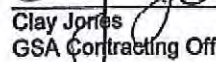

Robert A. Vogel
Superintendent
National Mall and Memorial Parks

Date

10/5/12

Approval and Accepted for GSA:

(b) (6)


Clay Jones
GSA Contracting Officer

Date

2/27/13

Attachment A
National Park Service, National Mall and Memorial Parks
Annual Interpretive Operations Plan and Budget
For the Old Post Office Tower

National Park Service/ United States General Services Administration
Old Post Tower Interagency Agreement Page 7 of 7

EXHIBIT R

PENNSYLVANIA AVENUE USAGE LIMITS

[FOLLOWS THIS COVER PAGE]

